

# **EXHIBIT 3**

# CAMY CALVE

## E V E N T S

February 10, 2016

Nancy Tafoya  
Robert Kobre  
Global Lyme Alliance  
222 Railroad Avenue  
Suite 2B  
Greenwich, CT 06830

Dear Ms. Tafoya,

This document will serve as the AGREEMENT between Camy Calve Events (hereafter referred to as CCEvents) and Global Lyme Alliance (hereafter referred to as GLA) for the purposes of planning and executing a benefit gala dinner for GLA, to be held on October 13, 2016. The contract period will begin as of the date of this letter and end December 31, 2016.

CCEvents will be responsible for the overall management and execution of all activities related to the Gala, as follows:

1. CCEvents will provide GLA with a comprehensive time table, outlining bi-weekly and monthly milestones, roles, and responsibilities. The time table will be updated and shared bi-weekly with the GLA Gala executive committee. CCEvents to be available via phone for weekly reviews.
2. GLA confirms that the venue will be Cipriani 42<sup>nd</sup> Street.
3. CCEvents will be responsible for helping to secure the most appropriate leadership for the Gala, with a focus on recruiting 2-4 co-chairs per respective honoree, with input from GLA. This will include, but is not limited to:
  - a. CCEvents will provide unlimited access in person or by phone and/or e-mail with Camy Calve to provide strategic advice and discuss those qualities needed to secure the most effective co-chairs, including specific suggestions for potential co-chairs and the providing of talking points for GLA to use when approaching these individuals. Camy Calve will directly communicate with and help secure co-chairs for the Gala.
  - b. CCEvents will provide general and unlimited consultation with Camy Calve, who brings over two decades of experience to this field, regarding the viability of various co-chairs, and the combination of persons to be approached, with the overall goal being to give GLA fundraising activities as wide and as deep a platform of business/social and cultural spheres in which to solicit donations for the Gala.
  - c. CCEvents will arrange and participate in meetings or phone conferences with prospective co-chairs and GLA board committee members to assist in securing

such individuals to become involved in the Gala in this capacity. Also, Camy Calve will be available at all times to talk with GLA board committee members and to participate in any and all conversations with GLA board committee members.

- d. CCEvents will explain in detail to all honorees, co-chairs and board committee members the elements of their involvement in the fundraising process for the Gala, tailored to the needs and ability of each respective co-chair.
  - e. CCEvents will take the lead on all calls and meetings pertaining to securing entertainment and auction items for the Gala.
4. Camy Calve and CCEvents will take responsibility for the compilation of all mailing lists, including:
- a. Camy Calve will request and secure mailing lists from Honorees and Co-Chairs;
  - b. Developing additional corporate lists as related to the Honorees and Co-Chairs;
  - c. CCEvents will request and secure all GLA donor lists from GLA, including individual board member lists;
  - d. CCEvents staff will be responsible for additional research on contact information (phone numbers, e-mail addresses) where necessary and available.
  - e. All mailing lists become the property of GLA and will not be shared.
5. CCEvents – through its staff and the mutually chosen designer- will supervise the writing, production, printing and dissemination of all solicitation materials for the Gala, including, but not limited to the following responsibilities, unless specifically assigned to GLA herein.
- a. Design and Print Production:
    - i. GLA will define the design concept in line with the GLA global branding. This will control the “look and feel” of the gala collateral materials.
    - ii. GLA will deliver the design concept to a designer agreed upon by CCEvents and GLA; GLA will approve the final gala collateral materials.
    - iii. CCEvents and GLA will jointly agree upon a printer and printing budget.
    - iv. CCEvents will manage the production process for the Gala invitation, Save-the-Date and response cards, the Gala program, and, if necessary, place cards, stationery letterhead and logos.
    - v. All copy and designs to be reviewed and approved by GLA.
    - vi. The designer will provide electronic invitation and electronic copy of Save the Date, invitation, response card, etc.
  - b. Dinner Program and Journal: CCEvents will work with the GLA to coordinate and execute all aspects of the Gala journal, including obtaining all design elements for ads, letters from co-chairs and GLA, within the required time frame and agreed budget. CCEvents will draft auction item descriptions as received, including restrictions and fair market value.

- c. CCEvents staff will draft solicitation letters for all co-chairs and, if so desired, honorees, to be reviewed by these individuals. In addition to the respective mailing lists, CCEvents will be responsible for the securing and coordination of all necessary materials from co-chairs, including signatures, letterhead and envelopes. The copy for all solicitation letters will be reviewed and approved by GLA.
  - d. CCEvents will draft all copy and work closely with GLA, on all design and copy issues, to ensure client's approval and complete satisfaction. CCEvents will work within an agreed upon budget and time frame.
  - e. Upon approval of the above, CCEvents will take responsibility for the finalization and dissemination of all solicitation letters. All personalized mailings will be sent directly from CCEvents, which will also oversee all non-personalized mailings to be finalized and sent from Lettershop.
- 6. CCEvents will be responsible for the execution of all follow-up phone calls (unless agreed otherwise with GLA) after the solicitation mailing, including coordination with GLA, the leadership (honorees and co-chairs) on suggested follow-up calls with prospective supporters and/or expansion of lists for additional mailings. CCEvents will maintain an organized review of all calls and responses to be provided to GLA.
  - 7. CCEvents will be responsible for receipt and recording of all monies received from solicitation mailings, including donations, ticket and table sales and recording of all monies. Bookkeeping reports will be forwarded on a weekly basis in an agreed upon format along with all checks received. CCEvents will provide weekly updated reports on responses to all solicitations. Immediately prior to the event, the timing of reports is anticipated to be intensified. Post-event, CCE will continue to provide weekly reports as to solicitation collection activities and responses. As with mailing lists, all donor records become the sole property of GLA and will not be shared.
  - 8. CCEvents will participate in any meetings necessary between client and venue staff prior to the Gala. CCE will coordinate the travel for all celebrities, honorees, co-chairs, and significant personnel within an agreed upon budget or upon specific expenditure approvals. CCE will maintain a detailed report of same – the format and frequency of information exchange to be agreed between CCEvents and GLA. CCEvents will review and approve all production requests (backline, rentals, etc.) ensuring that the expenses remain within budget.
  - 9. CCEvents will develop with GLA and provide a timeline for all on-site “day-of” activities as well as the “run of show” for the gala evening. CCEvents work with GLA to develop the script for all speakers. (timeline is responsibility of CCEvents and script is responsibility of GLA).

In regards to auction activities, CCEvents will provide assistance in all aspects. CCEvents and GLA will agree in advance on the most advantageous methods of encouraging engagement in the auction process and timely collection of auction proceeds (i.e., timely collection of auction proceeds).

10. CCEvents will work with GLA on the production of the hard copy dinner program, and make sure that it is supplied to the venue in a timely manner. GLA will advise on and approve the final proof of the program.
11. As the primary contact with the Cipriani production team, CCEvents will coordinate with the venue for best placement of red carpet and VIP area. CCEvents will procure the red carpet and stanchions necessary for the placement and coordinate with the GLA team for the step-and-repeat banner placement. GLA will design and order the step-and-repeat banner and will coordinate sharing confirmed talent.
12. CCEvents will negotiate contracts and finalize all vendor contracts for GLA execution, review and approve all vendor bills (as necessary) with GLA on all physical arrangements for the Gala.
13. CCEvents will take responsibility for seating arrangements, including but not limited to the following:
  - a. CCEvents staff will coordinate the seating organization with GLA and will reconfirm guest attendance prior to the Gala. They will keep GLA apprised of up to the minute attendance lists and work with GLA staff to create the most effective table groupings of individual guests and complimentary invitees, GLA staff, board members, etc. All placements are to be confirmed with GLA. CCEvents will coordinate the timing of placement decisions to meet notification requirements with vendors.
  - b. Camy Calve will provide guidance in placement of tables for the Gala, in conjunction with client.
  - c. CCEvents will supply all necessary seating data and menu restrictions to banquet staff at venue in a timely manner prior to the Gala.
  - d. CCEvents to provide 'day of' onsite representation to field queries from production team, banquet team, AVE (testing video, PowerPoint), teleprompter preparation, and lighting.
  - e. At the Gala, CCEvents will be responsible for all aspects of the actual Gala, including but not limited to handling all aspects of registration and seating, and acting as immediate liaison with staff for banquet, audio visual and music. CCEvents will ensure that the registration table will be sufficiently staffed with experienced employees of CCEvents, the night of the Gala.
  - f. As early as possible prior to and at the Gala itself, CCEvents staff will supply client with copies of the alpha guest list, a list of guests by table, and a chart showing table placement for dinner.
  - g. At the Gala itself, CCEvents staff will act as troubleshooters in regard to any issues that arise in terms of seating, menu, table placement, banquet staff, red carpet, handling awards, timing, etc., and will be available throughout the Gala to assist client in any way deemed necessary.

14. CCEvents will take responsibility for following up by phone or mail on all pledges made that remain outstanding after the Gala until all are paid. Results of all follow-up efforts will be sent to client in a timely manner. CCEvents will also be responsible for thank you letters and ensuring that all guests (attendees and non-attending donors) receive receipts.
15. Camy Galve and her staff will be available for consultation on any and all matters pertaining to the Gala, and will respond to any and all inquiries from client in a timely manner.
16. In the event GLA gives written notice of cancellation of the Gala to CCEvents on or before July 31st, 2016, GLA will only be responsible for payment to CCEvents of the monthly payments (as defined below) and expenses incurred and payable up until the time of such notice.

If GLA gives notice of cancellation of the Gala on or after August 1st, 2016, GLA shall nevertheless be responsible for payment to CCEvents for CCEvents's entire fee, together with any direct office expenses actually incurred by CCEvents in the fulfillment of this Agreement up until the date of notice of cancellation. Direct office expenses must be in line with approved budget or specifically pre-approved by GLA.

#### FEE

The fee for planning and organizing the Gala is \$80,000. Fee payable according to the following schedule. The Final Date is the earlier of (1) date when all pledges are deemed solely by GLA to have been collected or (2) December 31, 2016. The fee is separate and distinct from any and all direct office expenses.

Fee Payable	\$80,000
Upon Signing	7,000
1-Mar	4,250
1-Apr	4,250
1-May	4,250
1-Jun	4,250
1-Jul	4,250
1-Aug	4,250
1-Sep	4,250
1-Oct	4,250
13-Oct	31,500
31-Oct	2,500
Final Date	5,000

CCEvents will work with GLA to determine an acceptable budget for the event. CCEvents will work within the budget and will report progress against budget on a weekly basis. The budget will address anticipated pledges and contributions as well as expenses in a form acceptable to GLA.

GLA will be billed by suppliers for printing, Lettershop work, postage costs, hotel expenses, flowers, messenger services, etc.; provided, however, that GLA will not be billed by any such supplier unless GLA has approved such expenses in advance. GLA will not be charged for fax, and local phone calls.

If the above is satisfactory to you, your signature below will constitute our contract. I look forward to working with you to produce a successful event.

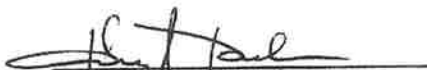
Sincerely,



Camy Calve  
Camy Calve Events

09/10/2016  
Date

Global Lyme Alliance



Staci Grodin Henry Rasch  
Vice Chair Treasurer

2/12/16  
Date



Debbie Siciliano  
Vice Chair

2/11/2016  
Date